out power to employ the alternative method. The Meadville case involved the legislative grant of an exclusive privilege, and would seem distinguishable from the principal case on that ground. The opinion of the minority, that the city was not precluded by the franchise from itself installing a plant, seems to find support from the larger number of decisions. Grants of special privileges by franchise are to be construed most strongly against the grantee and in favor of the public. *Knoxville Water Co.* v. *City of Knoxville,* 200 U. S. 22. Cf. 4 MICH. L. REV. 561. The exclusive right to supply water to a town is not acquired by a water company from a franchise giving it merely the right to lay and maintain pipes in the street. *Walla Walla* v. *Walla Walla Water Co.,* 172 U. S. 1; *Water Co.* v. *Brooklyn,* 166 U. S. 685. And where the grant of a franchise to a water company is without any words of exclusion or limitation upon the right of the city, the city is not precluded from subsequently establishing water works of its own. *North Springs Water Co.* v. *Tacoma,* 21 Wash. 517, 58 Pac. 773, 47 L. R. A. 214; *Syracuse Water Co.* v. *Syracuse,* 116 N. Y. 167, 22 N. E. 381; *Re City of Brooklyn,* 143 N. Y. 596, 38 N. E. 983; *Mobile* v. *Deanville Water Co.,* 130 Ala. 379, 30 South. 345; *Water Co.* v. *Village of Skaneatales,* 184 U. S. 354; *Tillamook Water Co.* v. *City of Tillamook,* 139 Fed. 405.

MUNICIPAL CORPORATIONS—INJURY TO SHADE TREES IN THE STREET—RIGHTS OF ABUTTING OWNER.—A lighting company having a general franchise and contract with the city for lighting purposes cut and mutilated a shade tree in front of the premises of an abutting owner who did not own the fee in the street. It did not appear that the cutting was reasonably necessary for the lighting of the streets. In an action by the abutting owner for damages the court *held,* that the plaintiff "has a right in the nature of an equitable easement therein, to grow and maintain the shade tree and to maintain an action against a wrongdoer for injuring the tree." (WILLIAMS, J. dissenting.) *Adams* v. *Syracuse Lighting Co.* (1910), 121 N. Y. Supp. 762.

The court bases its decision upon the case of *Donohue* v. *Keystone Gas Co.* (1905), 181 N. Y. 313, 73 N. E. 1108, 70 L. R. A. 761, 106 Am. St. Rep. 549 which is in point, and which is supported by the case of *Lane* v. *Lamke* (1900), 53 App. Div. 395. When the fee of the land in the street is in the abutting owner he has the rights and remedies of the owner of a freehold, subject only to the public easement. *Western Union Tel. Co.* v. *Krueger* (1902), 30 Ind. App. 28, 64 N. E. 635. And it is "comparatively unimportant, as respects the relative rights of the abutting owner and the public in and over the streets, whether the *bare fee* is in the one or the other." 2 Dill. Mun. Corp. Ed. 4, § 664 a. So when the fee is in the city the abutting owner may recover from third persons for injuries to trees in front of his premises. *Rockford Gaslight & Coke Co.* v. *Ernst* (1896), 68 Ill. App. 300; *Donohue* v. *Keystone Gas Co.,* supra; *Lane* v. *Lamke,* supra, and to the same extent as for negligent injury to his carriage while lawfully standing on the street in front of his premises. *Lovejoy* v. *Campbell et al.* (1902), 16 S. D. 231, 92 N. W. 24. These cases are open to the objection that "the granting of this easement is an unnecessary extension into the field of so-called æsthetic easements."